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ATTORNEYS FOR PATRICK CULLEN

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:

ZIPS CAR WASH, LLC,

Debtor.

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CASE NO. 25-80069

(Jointly Administered)

OBJECTION TO CONFIRMATION OF PROPOSED PLAN (RE: DOCKET NO. 16)

TO THE HONORABLE MICHELLE V. LARSON, U.S. BANKRUPTCY JUDGE:

Patrick M. Cullen, landlord, creditor, and party in interest (“Cullen” or the “Landlord”), files this objection to confirmation of the proposed plan (Docket No. 16) and the Lease cure (Docket No. 320), and in support thereof would show to the Court the following.

1. The Debtor has provided notices to Cullen at an incorrect address throughout these proceedings. By happenstance, Cullen became aware of this case and found the Kroll website.

2. Cullen is the landlord and/or ground lessor with respect to a Ground Lease dated May 19, 2017 (the “Lease”) with respect to the land and/or premises commonly referred to as 806 Patton Ave, Asheville NC 28802, which the Debtor refers to as Location No. 902.

3. The proposed cure in the plan supplement (Docket No. 320) is incorrect. The cure listed is in the amount of \$1,088.44.

4. The Debtor has paid incorrect rent including specifically rent increases, and additional rent, including specifically property tax increases, for several years.

5. The current past due amount, and thus the correct cure amount, is not less than \$24,599.00.

6. Cullen objects to assumption and assignment of the Lease unless and until the Debtor and/or the future tenant takes sufficient steps to pay regularly the correct amount of rent and additional rent (including taxes) each month under the Lease going forward, commencing with the next due date under the Lease, which date likely will fall before the effective date of a confirmed plan.

7. With respect to non-monetary defaults, Cullen has received a notice related to this property or possibly an adjacent property from the local fire department. Cullen is investigating this notice. Accordingly, Cullen objects to the assumption and assignment of the Lease to the extent that the Debtor has breached the Lease, including especially with respect to Lease §§ 10 and 11.

8. Cullen objects to the extent that the Debtor has failed to maintain insurance as required under Lease §12.

9. Cullen objects to the Plan to the extent the Debtor has failed to satisfy the requirements of Code §365(d) for assumption and assignment of the Lease including the failure to demonstrate adequate assurance of future performance.

10. Cullen objects to any part of the plan that purports to modify the Lease.

11. Cullen reserves the right to amend and/or supplement this objection through and until the entry of any final order regarding the assumption and potential assignment of the Lease and/or confirmation of the plan.

CONCLUSION AND PRAYER

WHEREFORE, Patrick M. Cullen, landlord, creditor, and party in interest, respectfully requests that the Court deny confirmation of the plan, and assumption and assignment of the Lease, in the absence of satisfactory resolution of the issues raised above. Landlord respectfully requests such other and further relief to which Landlord is entitled at law or in equity.

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Jeff Carruth
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CERTIFICATE OF SERVICE

On April 10, 2025, I hereby certify that a true and correct copy of the foregoing was served upon counsel for the Debtor and all registered ECF users who have appeared in this case to date through the ECF noticing system.

/s/ Jeff Carruth
JEFF CARRUTH